

Manufactured By Sphinx Chocolate Corporation Brooklyn, N. Y. [in smaller type, "Imported Italian Cherries—Artificially Colored and Flavored]", together with designs of clusters of red, ripe cherries.

The cordial cherries were alleged to be adulterated in that artificial color, artificial flavor, and benzoate of soda had been substituted in part for the said article. The alleged chocolate-covered cherries were alleged to be adulterated in that grapes artificially colored and flavored in imitation of maraschino cherries had been mixed and packed with the article so as to reduce, lower, and injuriously affect its quality, and in that chocolate-covered grapes artificially colored and flavored in imitation of maraschino cherries had been substituted for chocolate-covered maraschino cherries, which the article purported to be.

Misbranding of the cordial cherries was alleged for the reason that the statement "Cordial Cherries" together with the designs of clusters of red, ripe cherries borne on the label, was false and misleading, and for the further reason that the article was labeled so as to deceive and mislead the purchaser since the said statements and designs represented that the article consisted solely of cordial cherries; whereas it did not, but did consist in part of added undeclared benzoate of soda and artificial color and artificial flavor. Misbranding of the alleged chocolate-covered cherries was alleged in that the statement "Cherry * * * Chocolate Covered" with respect to a portion of the article, the statement "Cherry * * * Chocolate Covered * * * Imported Italian Cherries" with respect to the remainder, and the designs appearing on the labels of both lots of red, ripe cherries were false and misleading; and for the further reason that the article was labeled so as to deceive and mislead the purchaser in that the said statements represented that the article was chocolate-covered maraschino cherries, and in respect to a portion that it had been imported from Italy; whereas it was not chocolate-covered maraschino cherries, but consisted of grapes artificially colored and flavored in imitation of maraschino cherries, and the said portion had not been imported from Italy. Misbranding was alleged with respect to both lots for the further reason that the article was an imitation of another article and was offered for sale under the distinctive name of another article, namely, chocolate-covered maraschino cherries.

On February 6, 1935, a plea of guilty was entered on behalf of the defendant company and the court imposed a fine of \$300.

M. L. WILSON, *Acting Secretary of Agriculture.*

24367. Adulteration and misbranding of graham crackers. U. S. v. Superior Biscuit Co. Plea of guilty. Fine, \$50 and costs. (F. & D. no. 33860. Sample nos. 45479-A, 45480-A, 45481-A.)

This case was based on a shipment of alleged milk and honey-sweetened graham crackers. Examination showed that the article contained little or no milk or honey, and that the packages contained less than the declared weight.

On December 4, 1935, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the district court an information against the Superior Biscuit Co., a corporation, Seattle, Wash., alleging shipment by said company in violation of the Food and Drugs Act as amended, on or about January 27, 1934, from the State of Washington into the State of California, of quantities of graham crackers which were adulterated and misbranded. A portion of the article was labeled: "Oven-Fresh Milk and Honey Sweetened Graham Crackers Contents 2 Pounds Western States Grocery Co." The remainder was labeled: "Milk and Honey Sweetened Eat Superior Red Star Graham Crackers Superior Biscuit Co. U. S. A."

The article was alleged to be adulterated in that a product deficient in milk and honey and having no flavor of either milk or honey and sweetened almost entirely with substances other than milk and honey, had been substituted for graham crackers sweetened with milk and honey, which the article purported to be.

Misbranding was alleged for the reason that the statements "Contents 2 Pounds" and "Milk and Honey Sweetened," were false and misleading, and for the further reason that the article was labeled so as to deceive and mislead the purchaser, since the packages did not contain 2 pounds of the article, but did contain a less amount, and the article was not graham crackers sweetened solely with milk and honey, but was a product deficient in milk and honey having no flavor of either milk or honey and sweetened almost entirely

with substances other than milk and honey. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package, since the statement made was not correct.

On March 4, 1935, a plea of guilty was entered on behalf of the defendant company and the court imposed a fine of \$50 and costs.

M. L. WILSON, *Acting Secretary of Agriculture.*

24368. Adulteration and misbranding of fish meal, and misbranding of Provegmin. U. S. v. Amos H. Ronck and Carl D. Bevis. Pleas of nolo contendere. Fines, \$25. (F. & D. no. 33875. Sample nos. 68559-A, 68561-A.)

This case was based on an interstate shipment of fish meal which contained ingredients other than fish meal and less fat and more fiber than declared, also a shipment of Provegmin, a feed, which contained less protein and more fiber than declared. The labels of both products failed to bear a statement showing the quantity of the contents at the time of shipment.

On January 2, 1935, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the district court an information against Amos H. Ronck and Carl D. Bevis of Philadelphia, Pa., alleging shipment by said defendants in violation of the Food and Drugs Act as amended, from the State of Pennsylvania into the State of Maryland, on or about March 15, 1934, of a quantity of Provegmin which was misbranded, and on or about April 5, 1934, of a quantity of fish meal which was adulterated and misbranded. The articles were labeled in part, respectively: "100 Lbs. Net When Packed Provegmin (Open Formula) * * * Guaranteed Analysis Protein 38.00% * * * Fiber 6.00% Manufactured by Ronck & Bevis Co. * * * Philadelphia, Pa." and "Fish Ro-Be Meal * * * Analysis Fat not less than 5% Fiber not over 3% Prepared by Ronck & Bevis Co. * * * Philadelphia, Pa."

The information charged adulteration of the fish meal in that substances, namely, salt and shellfish meal, had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength, and had been substituted in part for fish meal which the article purported to be.

Misbranding of both products was alleged for the reason that the statement "Fish Meal", the design of a fish, and the further statements, "Analysis * * * Fat not less than 5%", "Fiber not over 3%", with respect to the fish meal, and the statements, "Guaranteed Analysis Protein 38.00%" and "Fiber 6.00%", with respect to the provegmin, borne on the labels, were false and misleading and for the further reason that the articles were labeled so as to deceive and mislead the purchaser since the fish meal did not consist wholly of fish meal, and contained less than 5 percent of fat and more than 3 percent of fiber, and the Provegmin contained less than 38 percent of protein and more than 6 percent of fiber. Misbranding of both products was alleged for the further reason that they were food in package form and the quantity of the contents was not plainly or conspicuously marked on the outside of the package in that the package bore no statement as to the quantity of the contents contained therein at the time of shipment and delivery for shipment but did bear a statement as to the quantity of the contents when packed.

On March 25, 1935, the defendants entered pleas of nolo contendere and were each sentenced to pay a fine of \$12.50.

M. L. WILSON, *Acting Secretary of Agriculture.*

24369. Adulteration and misbranding of prepared mustard. U. S. v. Nash-Underwood, Inc. Plea of guilty. Fine, \$100. (F. & D. no. 33882. Sample nos. 50766-A, 50767-A, 61233-A.)

This case was based on interstate shipments of prepared mustard which contained added mustard bran and added undeclared color.

On January 7, 1935, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the district court an information against Nash-Underwood, Inc., Chicago, Ill., alleging shipment by said company under the name of Nash Food Products Co., in violation of the Food and Drugs Act, on or about October 28, 1933, from the State of Illinois into the State of Alabama, and on or about November 14, 1933, from the State of Illinois into the State of Kentucky of quantities of prepared mustard which was adulterated and misbranded. A portion of the article was labeled: "Nash's Brand Mustard Contents With Bran 12 Ounces Manufactured by Nash-Underwood Inc. Chicago, Ill." The remainder